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PART 3

EXHIBIT 8

**CONFIDENTIALITY AND NON - DISCLOSURE
AGREEMENT**

Exhibit 8

CONFIDENTIALITY AND NON - DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made as of the day of __--_____, 200____, by and between _____ ("Contractor") and the undersigned party ("Covenantor") (together with the Contractor, collectively the "Parties" or individually a "Party").

WHEREAS pursuant to the Contract for the New 144 – Auto Ferries Project (Contract), Contractor has submitted confidential information ("EBD") to the escrow company. Contractor is willing to make certain Confidential Information available to Covenantor subject to Covenantor's agreement to keep and treat such Confidential Information strictly confidential pursuant to the terms of this Agreement. NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

As used herein, "Confidential Information" means any and all financial, technical, proprietary, confidential, and other information including data, reports, interpretations, forecasts, analyses, compilations, studies, summaries, extracts, records, know-how, statements (written or oral) or other documents of any kind, to the extent they consist of or are contained in the EBD documents (as such term is defined in the Contract) submitted to the escrow company and contain information concerning the business and affairs of Contractor, its Representatives or any third parties who provided such information pursuant to a confidentiality arrangement, which Contractor or its Representatives provides to Covenantor or its Representatives, for deposit into escrow in accordance with the Contract, and regardless of the manner in which it was furnished. "Confidential Information" shall not include information which: (i) was or becomes generally available to the public other than as a result of a disclosure by Covenantor or its Representatives; (ii) was or becomes available to Covenantor or its Representatives on a non-confidential basis prior to its disclosure hereunder, provided that the source of the information is not actually known by Covenantor to be bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal or fiduciary duty; or (iii) was independently developed by Covenantor.

As used herein "person" means an individual, corporation, partnership, joint venture, limited liability company, association, trust, governmental entity and any other organization or entity and any group including any of the foregoing.

As used herein, "Representatives" of any person means, collectively, its members comprising the joint venture, affiliates, divisions and subsidiaries and the shareholders, directors, officers, employees, agents, advisors and controlling persons of such person and its affiliates, divisions and subsidiaries.

2. Confidentiality. Covenantor agrees that it will hold Contractor's Confidential Information strictly confidential. Covenantor agrees it will only make copies of that portion of the Confidential Information that it believes to be related to the evaluation or a negotiation of a potential Change Order (as such term is defined in the Contract) or any dispute, protest or Claim arising under the Contract. All copies of Confidential Information shall be stamped "Confidential- Do Not Copy", be numbered and entered into a log identifying which individuals have which numbered copies of Confidential Information. Covenantor agrees that it will distribute copies of Confidential Information only to its employees, attorneys, experts or dispute resolution tribunals who are involved in the evaluation or negotiation of a potential Change Order or resolution of any dispute, protest or Claim arising under the Contract (collectively "Recipients"), except where the Confidential Information is subject to disclosure under the Washington Public Records Act, RCW 42.17 et seq. Covenantor shall notify all its Recipients of Confidential Information of their confidentiality obligations under this Agreement. Except as expressly permitted by the terms hereof, Covenantor agrees, that neither it nor its Representatives will, in any manner, directly or indirectly, communicate, publish, divulge or otherwise disclose, in whole or in part, Confidential Information to any person, except in connection with the Contract or as required by court order. Covenantor will be liable for any breach of this Agreement by its Representatives.

3. Disclosure of Confidential Information. In the event that Covenantor or any of its Representatives is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process) to make any disclosure which is prohibited or otherwise constrained by this Agreement, Covenantor agrees that it or such Representatives, as the case may be, will provide Contractor with prompt notice of such request so that Contractor may seek an appropriate protective order or other appropriate remedy and/or waive Covenantor's or its Representative's compliance with the provisions of this Agreement. In the event of litigation concerning any such request for disclosure, Covenantor's sole involvement will be as stakeholder, retaining the material until otherwise ordered by a court or other tribunal of competent jurisdiction; Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk, and shall reimburse Covenantor for all costs, including reasonable attorneys' fees, incurred by Covenantor in connection therewith. In the event that such protective order or other remedy is not obtained, or Contractor grants a waiver hereunder, Covenantor or such Representatives may furnish that portion (and only that portion) of the Confidential Information which Covenantor or such Representatives is legally compelled to disclose.

4. Return of Confidential Information. Upon final resolution of the negotiation or dispute/protest for which the Confidential Information was obtained, Covenantor shall return to the escrow company all copies of such Confidential Information other than those submitted to a court, the DRB (as such term is defined in the Contract), arbitrators or mediators.

5. Notice. Any notices and other communications hereunder shall be in writing and shall be deemed delivered (i) on the date given if delivered personally, or (ii) two (2) days after deposit at a main branch United States Post Office, if certified or registered mail, return receipt requested, postage prepaid and properly addressed to the Parties, respectively, as follows:

For notices and communications to Contractor:

For notices and communications to Covenantor to the address specified at the end of this Agreement.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

7. Remedies. Covenantor acknowledges that Contractor's concerns regarding the need to maintain strict secrecy with respect to Contractor's Confidential Information is such that money damages may not be a sufficient remedy for any breach of this Agreement by Covenantor or any of its Recipients and that Contractor may be entitled to specific performance and injunctive or other equitable relief as remedies for any such breach. Such remedies will not be deemed to be exclusive remedies but will be in addition to all other remedies available under law or in equity to Contractor.

8. Limitation on Liability. Covenantor shall not be liable to Contractor for any consequential, incidental or punitive damages arising out of this Agreement or its breach.

9. Rights in Confidential Information: Discovery/Audit. Nothing contained in this Agreement shall be construed as granting or conferring any rights or license or otherwise in any Confidential Information disclosed to Covenantor or in any proprietary rights related thereto. Nothing contained in this Agreement shall be construed as a limitation on Covenantor's discovery rights or any audit rights (pursuant to the Contract) with respect to the referenced confidential information.

10. Unenforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect. If any of the covenants or provisions of this Agreement, shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the Court making such determination shall reduce such extent, duration, scope or other provision, and shall enforce them in their reduced form for all purposes contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement in their names as of the date first above written.